

June 6, 2011

Town of Acton
Town Manager

Attn: Mr. Steven Ledoux
472 Main Street
Acton, MA 01720

Re:

MHFA Application, Proposed Comprehensive Permit – 8 Unit 19 Bulette Road Acton, MA 01720

LDG Project No.: 1158.00



Dear Mr. Ledoux:

Level Design Group, L.L.C., (LDG) on behalf of CSM North, LLC, and in accordance with a request of Mr. Michael Busby of the Massachusetts Housing Finance Authority (MHFA) does hereby submit the revised application for Comprehensive permit.

CSM North filed the paperwork for a 4 unit Comprehensive Permit in 2009/2010 and it was discussed that the intensity of the use centered on a small portion of the property should be evaluated. LDG evaluated the property and in accordance with CSM North, made a modification to the application for an eight (8) unit home ownership project. There were two plans submitted in late 2010 for discussion and a plan finalized and submitted to MHFA for review. These plans are also attached.

Once approved by MHFA the applicant through LDG as its representative will provide a complete application package under the local regulation to the Town of Acton. LDG has been working with the Acton Board of Health to permit the subsurface sewage disposal system (SSDS) to assure public health.

If there are any questions about the submission please do not hesitate to contact me.

Truly yours,

Level Design Group, L.L.C.

Daniel Campbell, P.E.

Principal

Cc: Mr. Michael Busby, MHFA David Nyberg, CSM North

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Application Checklist

The following documentation must be filled out completely and accompany each application:

- □ Sustainable Development Principles Evaluation Self Assessment Form.
- □ A detailed cover letter from the developer outlining the scope of the proposed housing development including a narrative description of the approach to building massing, the relationship to adjacent properties, and the proposed exterior building materials.
- □ Evidence (certified mail receipt) that a copy of the Housing Starts application package has been received by the Chief Elected Official in the municipality. In addition, please summarize any discussions with local officials regarding the proposed development site.
- A copy of the notification letter informing the Department of Housing and Community Development of the developer's submission of a project eligibility application to MassHousing.
- □ Evidence of site control in the form of a deed, purchase and sale agreement, or option to purchase.
- □ Broker opinion on projected sales prices for the market rate units.
- A locus map identifying the site within the plan of the neighborhood, accompanied by photographs of the surrounding buildings and features that provide an understanding of the physical context of the site. If available through Google Earth, please provide an aerial photo of the proposed site.
- Detailed written directions to the location of the proposed site.
- Two copies of the preliminary site plan, appropriately scaled, depicting lot lines, existing streets and buildings, proposed building footprints, schematic elevations, parking areas, landscape features, open space areas, location of any wetlands and other relevant information. Also, please describe in detail the site and architectural design elements of the proposed housing and its relationship to existing development patterns.
- Two copies of a by-right site plan for submittal to the selected appraiser. This conceptual plan should show the highest and best use of the site under current zoning that does not require a variance or special permit.
- Preliminary architectural plans including typical unit floor plans showing bedrooms, bathrooms, square footage and overall unit layout.
- □ A non-refundable \$5,000 application fee, plus \$30 per unit of housing proposed, payable to MassHousing. (Once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional Non-refundable appraisal fee will be requested
- □ A letter of interest from a financial institution regarding the financing of the project.

The project eligibility application and additional documentation as described above should be sent to:

Michael Busby, 40B Project Coordinator
MassHousing
One Beacon Street
Boston, MA 02108
28th Floor

October 2009

MassHousing Housing Starts/New England Fund Project Eligibility Application

GENERAL INFORMATION

1.	Name of Development: Residences at Lillian
2.	Address of Site: 19 Bulette Road
3.	City/Town: Acton Zip Code: 01720
4.	Development Entity: Residences at Lillian, LLC
	Name of Principle: David W. Nyberg
	Street Address: 525 Main Street, Lower Level Unit 4
	City/Town: Acton, MA Zip Code: 01720
	Telephone: 617.458.6043 Fax: 203.891.5723
	Email: dwn@csmnorth.com
	Additional Contact: Level Design Group, LLC, Daniel Campbell, P.E.
	Street Address: 60 Man Mar Drive, Unit 12
	City/Town: Plainville, MA
	Telephone: 508.695.2221 Fax: 508.695.2219
	Email: dcampbell@leveldg.com
5.	Name of Consultant (if applicable):
	Telephone: Fax:
6.	Type of Housing: Single-Family Detached X Condominiums
7.	Unit Mix: Total Units 8 Affordable 2 Market 6
8.	Anticipated source of construction financing: MassHousing X NEF Bank
9.	Has the town previously reviewed any proposals to build on this site? If so, please explain. Yes - the previous Owner applied under the LIP program in 2006
10.	Is this an age-restricted (55+) development? Yes No_X_
11.	Project Description: See Attached

SITI	E INFORMATIO	N			
1.	Total Acreage:	1.9 Total	Buildable Acreage: 1.9)	
		units per buildable a by the density is appro	cre): 4opriate for the site. See	Attached	
2.	Zoning District Uses permitted	: R-8 as of right: Single Family	y Residential		
	se provide a tabu project.	lar analysis compar	ing existing zoning r	equirements to the waivers	requested for
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Required	Proposed	<u>Variance</u>]
Mir	nimum Lot Size				1
Mir	nimum Frontage				1
Fro	nt Setback				_
Side	e Setback				_
Rea	r Setback				-
	ximum Building				-
	verage Iding Height				
Floo	or Area Ratio				1
Parl	king				-
<u> </u>					_
3.	Does any portion	on of the site contain	wetlands?		
	Yes	No X If	yes, how many acres a	are wetlands?	
	If yes, attach m	ap of site noting wetl	and areas.		
4.	Is the site, or ar	ny portion therof, loca	ated within a designate	ed flood hazard area?	
	Yes	NoX			
	If yes, attach m	ap of site noting floo	d hazard area.		
5.	Are there any h	azardous waste sites	within the site and/or	within a 1/2-mile radius of th	e site?
	Yes	No X			
	a. How did you	determine your answ	/er? Preliminary Site Asses	sment	
			- 3 -		October 2009

Des	cribe the prior uses of the subject site. Single Family House / Undeveloped land					
thes	xisting buildings on site? Yes X No If Yes, describe the buildings and your plans for e buildings. existing house will be razed as part of this construction					
	e site or any building located on the site listed, nominated or eligible for listing on the National ster of Historic Places?					
Yes	NoX					
Is th	e site within a Historic District?					
Vec	No X					
105	NO					
Conti	rol					
Des	Describe the current status of site control and attach copies of relevant executed agreements.					
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a.)	Owned by DeveloperIf yes, copy of deed will be required.					
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a.)	Owned by DeveloperIf yes, copy of deed will be required. Was the property acquired from a related party? If yes, please explain.					
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	Are the parties related? If yes, please explain.
	Date of Agreement Expiration Date Extensions granted? Yes No Date of Extension
	Purchase Price \$ Option Payment \$
Proj	ect Information
1.	Indicate which utilities are available to the site:
	Public Sewer Private Septic X Public Water X Private Wells Natural Gas X Electricity X
2.	Is the site located near public transit (i.e., MBTA, Commuter Rail, T)? Yes X No If yes, please indicate specific type of transit and distance from the site. Commuter Rail - 1.5 Miles
3.	Size of Development:
	a.) Total Number of Units: 8
	b.) Number of Handicapped Accessible Units: 2
	c.) Number of Buildings:8
	d.) Number of Stories in Buildings: 2.5
4.	Total gross square footage of building space:
5.	Project Type:
	a.) New Construction b.) Rehabilitation c.) Conversion
6.	Construction Type:
	Single-Family Detached X Townhouse Other
7.	Is this a Condominium development? Yes X No No Affordable Units 100 Affordable Units 100
8.	Type of Fuel:
	a.) Natural Gas X b.) Oil X c.) Electric d.) Other
9.	Parking Spaces:

- a.) # Enclosed 8 b.) # Outdoor 8 c.) # Per unit included in Sales Price 2
- d.) # Spaces being sold 0 and Sales Price \$_____
- e.) # of enclosed spaces designated for the affordable units_1each_
- 10. Unit Mix: Complete the chart below

Unit Type	# of Units	# of BR's Per Unit	# of Baths Per Unit	Sq. Footage Per Unit	Sales Price Per Unit
Affordable	2	2	2	1,600	210,000
Market Rate	6	3	2.5	1,800	400,000
Total	8				2,820,000

PRELIMINARY CONSTRUCTION BUDGET

Date Completed: 7/23/2009 - Previously submitted

DEVELOPMENT ITEM	TOTAL COST	PER UNIT COST
SITE ACQUISITION	\$	\$
HARD COSTS Site Preparation Landscaping Residential Construction Hard Cost Contingency		
TOTAL HARD COSTS	\$	\$ <u></u>
Permits/Surveys Architectural Engineering Legal Insurance Security Construction Manager Property Taxes Construction Loan Interest Application/Financing Fees Appraisal Utilities Accounting Marketing & Commissions Consultant Soft Cost Contingency		
TOTAL SOFT COSTS	\$	\$
TOTAL DEVELOPMENT COSTS	\$	\$
SALES REVENUE Affordable # Market Rate #	x \$x \$	= \$ = \$
TOTAL REVENUE		\$
PROFIT		\$
PERCENTAGE OF PROFIT OVER TO	TAL DEVELOPM	MENT COSTS%

DEVELOPER/APPLICANT QUALIFICATIONS

1. Prior Development Experience – Please list the past development experience for each of the development team members on the chart below. In addition, please identify any other 40B projects (whether, with MassHousing or any other subsidizing agency) in which the applicant or a related party has or had an interest and, for each such project, state whether the construction has been completed and whether cost certification has been submitted (use additional sheets as necessary).

Геат							
Members:							
D :				•			
Project Summary	Project #1	Project #2	Project #3	Project #4			
Project	. '						
Name:							
Community/							
Address							
Housing Type							
Number of Units							
Total Dev. Costs			-				
Yr Completed							
Specific Role							
Construction			-				
Lender		•					
Contact Name:							
Phone Number:							

Development

- 2. Applicant's Ownership Entity Information and Certification -- Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs. Note: For the purposes hereof, "Managing Entities" include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. "Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies ect.) who shall have the right to:
 - (i) approve the terms and conditions of any proposed purchase, sale or mortgage;
 - (ii) approve the appointment of a property manager; and/or
 - (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.

Such rights may be exercisable either directly as a result of such person's role within the applicant's proposed ownership entity or its Managing Entities or indirectly through other entities that are included within the organizational structure of the applicant and/or proposed ownership entity and its Managing Entities. In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity. Any person or persons who have purchased an interest for fair market value in the applicant and/or proposed ownership entity solely for investment purposes shall not be deemed a Principal or Controlling Entity. (Use additional sheets as necessary.)

Name of Applicant:	Residences at Lillian, LLC c/o CSM North, LLC
Address:	525 Main Street, Lower Level Unit 4, Acton, MA 01720
Contact Person:	David Nyberg
Phone No.	617.458.6043
Fax No.	203.891.5723
E-Mail Address:	dwn@csmnorth.com
List All Managing En	tities of Applicant (use additional pages as necessary):
List All Principals and (use additional pages	d Controlling Entities of Applicant and its Managing Entities as necessary):
List All Affiliates of A (use additional pages	Applicant and its Managing Entities as necessary):
Name of Proposed Ov Organization Type:	vnership Entity:
Relationship to Applie	cant:
List All Managing En (use additional pages	tities of Proposed Ownership Entity as necessary):
List All Principals and (use additional pages	l Controlling Entities of Proposed Ownership Entity and its Managing Entities as necessary):
List All Affiliates of F (use additional pages a	Proposed Ownership Entity and its Managing Entities as necessary):

Certification

I hereby certify on behalf of the Proposed Ownership Entity, under penalties of perjury, that:

	e information provided above for the Applicant Entities is, to the best of my knowledge, true and omplete; and
2. eac	ch of the following questions has been answered correctly to the best of my knowledge and belief.
(a)	Is there pending litigation with respect to any of the Applicant Entities? [X] No [] Yes (attach explanation)
(b)	Are there any outstanding liens or judgments against any properties owned by the Applicant Entities?
	[X] No [] Yes (attach explanation)
(c)	Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, and withholding of child support? [X] No [] Yes (attach explanation)
(d)	Have any of the Applicant Entities ever been subject of a felony indictment or conviction? [X] No [] Yes (attach explanation)
(e)	During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? [X] No [Yes (attach explanation)
(f)	Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder, including, but not limited to, completion of a cost examination and return of any excess profits or distributions? [X] No [Yes (attach explanation)
(g)	Are the Applicant Entities current on all existing obligations to the Commonwealth of Massachusetts or any subdivision, agency, authority or instrument thereof? [X] Yes [] No (attach explanation)
Daniel Campbell, Fe	or David Nyberg
(print name)	
(signature)	
5/4/2011	
(date)	

Serving the Six New England States



ULI Boston 111 Huntington Ave 19th Floor Boston, MA 02199 Phone: (617) 239-0564 boston@uli.org http://boston.uli.org

REQUEST FOR APPLICATIONS ULI Boston - Technical Assistance Panel

Objective

ULI's Technical Assistance Panel (TAP) Program is designed to provide objective, expert advice to municipal and community-based organizations on the feasibility, design, or implementation of development initiatives. This pro bono program is specifically intended for organizations/municipalities that have limited staff or financial resources or that operate in economically disadvantaged areas. Previous projects have ranged in scope from generating ideas for redeveloping individual sites to creating strategies for revitalizing entire downtown districts.

Program Description

ULI Boston's TAP program brings expertise in real estate, design, and finance to bear on local land use planning and development projects. Once a project has been designated as a TAP, ULI Boston will assemble an interdisciplinary team of senior local professionals for a day-long brainstorming session. The one day TAP program developed out of ULI's fee-based national Advisory Services Program, which concentrates a team of national experts in a comprehensive look at all angles of the development process to formulate realistic options to move a project forward. The TAP program is a way for organizations with more limited resources to focus local ULI members'expertise on a specific problem at a nominal cost.

The sponsoring organization/municipality will be responsible for gathering and presenting the background needed to understand the project. The sponsor also will provide staff support for the meeting and for any follow-up report or presentation. ULI members will volunteer up to a day of their time developing an understanding of the problem, compiling recommendations, and debriefing the sponsors.

Sponsors also must commit to one-year follow-up meeting with ULI.

ULI Core Competencies

Members of ULI Boston can provide expertise and advice in the following areas:

- Land use design and planning
- Market feasibility analysis
- · Financial analysis and structuring
- Structuring private/public partnerships
- Adaptive reuse of buildings
- Development process, permitting and community relations

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ULI Boston 111 Huntington Ave 19th Floor Boston, MA 02199 Phone: (617) 239-0564 boston@uli.org http://boston.uli.org

Technical Assistance Panel: SPONSOR OBLIGATIONS

PANEL PREPARATION

- Briefing Materials. The sponsor is responsible for assembling all relevant background information relating to the issues being addressed. This material should be ready for delivery to the panel chair, each panel member and ULI Boston staff at least two weeks before the scheduled Panel. The ULI assigned project manager will determine what is needed for the Panel's review and will assist the sponsor in reviewing materials and identifying additional materials and information needed for the Panel.
- List of Resource Individuals. The sponsor must prepare a list of resource individuals available on the day of the TAP. The list should be restricted to no more than 5 people and should include key members of the private and public sectors who might provide valuable insight and information to the panel.
- **Interview Schedules.** The sponsor is responsible for gathering these key stakeholders together for the morning session and, if necessary, during the one-hour follow-up afternoon session.
- **Project/Area Tour.** If the issues deal with a specific project or project area, the sponsor is responsible for arranging a tour of the project or project area. The sponsor must arrange for transportation and an accompanying staff person to answer panel questions.
- Other Resource Materials. Additional resource material that is not appropriate or too bulky for
 inclusion in the panel briefing books should be made available at the panel meeting place. Such
 information might include zoning and general plan materials, market data, economic studies and
 projections, maps and other similar materials as needed. The ULI project manager and the
 sponsor will determine prior to the panel session what materials might be helpful to the panel
 deliberations.

LOGISTICS

- Panel Meeting Room(s). The sponsor is responsible for providing a conference room for the
 panel meeting, group interviews and the panel presentation. The presentation room should be
 set up in a manner consistent with the type of final presentation desired and the amount of
 audience participation desired.
- **Transportation.** As previously indicated, it is helpful but not critical that transportation for group activities, such as the site or area tour, are provided in one vehicle. In order to reduce the time required for local transportation, it is recommended that as many interviews as possible be conducted at the main location where the panel is meeting.

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ULI Boston 111 Huntington Ave 19th Floor Boston, MA 02199 Phone: (617) 239-0564 boston@uli.org http://boston.uli.org

Technical Assistance Panel APPLICATION FORM

Please provide the following information and submit to ULI Boston

Applicant Organization Plainville Rec	levelopment Authority		Date <u>6-6-11</u>
Contact Person Daniel Campbell, P.E		·	
Title Chairman			
Address Plainville Town Hall, PO Box 1	717		
City Plainville		State MA	Zip_02762
Phone 508.695.3010 x11	Fax 508.695.2219	E-M	ail dcampbell@leveldg.com

Please attach the following:

1. Statement of the problem/issue.

Provide a brief description of the major problems or issues that you wish the Panel to address. Include a brief history and current status of the project/study area/issue.

2. Sponsor information

Please describe (1) the type of and major business activity of the sponsoring organization; (2) what role the sponsor plays in the particular issue(s) suggested for the Panel; and (3) include a brief history of important projects/activities that recently have taken place or are planned or under consideration.

3. Questions to be addressed by the Panel

List the major questions/issues to be evaluated by the Panel. Be as specific as possible. Please organize questions/issues by major topic, such as (1) market issues; (2) planning and design issues; (3) feasibility and financing issues; (4) management and implementation issues; and so on.

4. Sponsor responsibilities - planning and logistics

Please identify the individuals who will be responsible for working with ULI Boston to prepare background and briefing documents; organizing and scheduling interviews; conducting a project/area tour; providing physical facilities for panel work sessions and presentation; and providing general logistical support. Also identify to extent known the key people whom you believe can contribute to the panel's understanding of issues. Please provide name, organization and title, telephone and fax numbers for all individuals listed.

5. Fee arrangement

While no fees are charged for the TAP program at this time, the sponsor is expected to cover all the expenses associated with the panel, including preparation of briefing materials, copying, logistics, lunch, transportation to and from the meeting site, and any other expenses.

6. General Panel Schedule

The attached schedule represents the general format and timing of the Panel process. The schedule is subject to change depending on the issues involved in the assignment.

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GENERAL SCHEDULE – Local Technical Assistance Panel

8:00 a.m. Panel meeting - introductions, initial discussion of key issues and additional

information needs, review of schedule and panel member assignments.

8:30 a.m. Site visit and/or start of interview process with key resource people, on an as-

needed basis. Site visit should last no longer that one-and-one-half hours to allow

time for interviews.

12:00 a.m. Working lunch - report first overview of findings based on morning sessions;

identify information gaps/conflicts that need to be resolved.

1:00 p.m. Follow-up interviews if necessary.

2:00 p.m. Develop consensus on major conclusions; identify key themes that address major

issues; identify areas where the sponsor should do follow-up work to further

assess panel's conclusions.

3:00 p.m. Organize draft outline of key summary and conclusions; draft detailed outline

covering key points and issues; and convert to flip chart/report handout for

presentation. Organize presentation and panelist involvement.

4 to 5:00 p.m. Presentation and discussion of panel conclusions and recommendations.

Application Checklist

The following documentation must be filled out completely and accompany each application:

- Sustainable Development Principles Evaluation Self Assessment Form.
- A cover letter from the developer outlining the scope of the proposed housing development including a narrative description of the approach to building massing, the relationship to adjacent properties, and the proposed exterior building materials.
- © Evidence that a copy of the Housing Starts application package has been received by the Chief Elected Official in the municipality. In addition, please summarize any discussions with local officials regarding the proposed development site.
- A copy of the notification letter informing the Department of Housing and Community Development of the developer's submission of a project eligibility application to MassHousing.
- Evidence of site control in the form of a deed, purchase and sale agreement, or option to purchase.
- Broker opinion on projected sales prices for the market rate units.
- A locus map identifying the site within the plan of the neighborhood, accompanied by photographs of the surrounding buildings and features that provide an understanding of the physical context of the site. If available through Google Earth, please provide an aerial photo of the proposed site.
- Detailed written directions to the location of the proposed site.
- Two copies of the preliminary site plan, appropriately scaled, depicting lot lines, existing streets and buildings, proposed building footprints, schematic elevations, parking areas, landscape features, open space areas, location of any wetlands and other relevant information. Also, please describe in detail the site and architectural design elements of the proposed housing and its relationship to existing development patterns.
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- A letter of interest from a financial institution regarding the financing of the project.

The project eligibility application and additional documentation as described above should be sent to:

Michael Busby, 40B Project Coordinator

MassHousing One Beacon Street Boston, MA 02108 28th Floor

MassHousing Housing Starts Project Eligibility Application

GENERAL INFORMATION

1.	Name of Development_ Residences at Lilian Road
2.	Address of Site:19 Bulette Road
3.	City/Town:Acton Zip Code:01720
4.	Development Entity:College Street Management or its designated assignee
	Name of Principle:David W. Nyberg
	Street Address:900 Chapel Street, Suite 701
	City/Town:New Haven, CTZip Code:06510
	Telephone:(203) 776-7770Fax:(203) 848-2123
	Email:david@collegestreetllc.com
	Additional Contact:Daniel Campbell, PE
	Street Address:Level Design Group, LLC, 60 Man Mar Drive, #12
	City/Town:Plainville, MA
	Telephone:(508) 695-2221 Fax:(508) 695-2219
	Email:dcampbell@leveldg.com
5.	Name of Consultant (if applicable):Daniel R. Hart, Hart Development Associates, LLC
	Telephone: _(617) 480-4175 Fax:(617) 507-2437
6.	Type of Housing: Single-Family Detached X Condominiums
7.	Unit Mix: Total Units 4 Affordable 1 Market 3
8.	Anticipated source of construction financing: MassHousing X NEF Bank
9.	Has the town previously reviewed any proposals to build on this site? If so, please explain. Yes, the previous owner applied for a LIP in 2006
10.	Is this an age-restricted (55+) development? Yes No_X_
11.	Project Description: See attached

	nits per total acre_y the density is app		e attached	
Zoning District				-
	Required	Proposed	<u>Variance</u>	
Minimum Lot Size				
Minimum Frontage				
ront Setback				
ide Setback				
Rear Setback				
Maximum Building				
Coverage Building Height				
loor Area Ratio				
Parking				
Does any portion	n of the site contai	n wetlands?		
Yes	NoX	If yes, how many acres	s are wetlands?	
If yes, attach ma	ap of site noting we	etland areas.		
Is the site locate	d within a designa	ted flood hazard area?		
Yes	_NoX			
			in a 1/2-mile radius of the	e site?
	NoX			
Prelimina	determine your ar ry site assessment_			·
b. If yes, provide	e additional docum	entation describing hov on taken to address the l	y you determined there wa	as hazardous waste

	xisting buildings on site? Yes X No If Yes, describe plans for these buildings: Existing house will be subdivided and retained as a single family residence
	e site or any building located on the site listed, nominated or eligible for listing on the National ister of Historic Places?
Yes	NoX
Is th	e site within a Historic District?
Yes	NoX
ite Conti	rol
. Desc	cribe the current status of site control and attach copies of relevant executed agreements.
a.)	Owned by DeveloperIf yes, copy of deed will be required.
	Was property acquired from a related party?No
b.)	Under Purchase and Sale AgreementX
	Seller:Joseph Pittorino Buyer:David W. Nyberg
	Is there an identity of interest between the parties? If yes, please explain:
	Date of Agreement07/27/09
	Expiration Date07/27/10
	Extensions granted? YesNoX_ Date of Extension
	(Please note that documentation that the buyer and seller have agreed to an extension, if
	applicable, will be required.)
	Purchase Price \$
c.)	Purchase Price \$ Under Option
c.)	
c.)	Under Option

Date of Agreement	
Expiration Date	
Extensions granted? YesNo Date of Extension	
Purchase Price \$	
nformation	
licate which utilities are available to the site:	
lic Sewer Private SepticX lic WaterX Private Wells ural Gas Electricity X	
he site located near public transit (i.e., MBTA, Commuter Rail, T)? Yes No_X_ res, please indicate specific type of transit and distance from the site.	
of Development:	
Total Number of Units4	
Number of Handicapped Accessible Units1	
Number of Buildings4	
Number of Stories in Buildings2.5	
tal gross square footage of building space:	
ject Type:	
New Construction X b.) Rehabilitation c.) Conversion	
nstruction Type:	
gle-Family Detached X_ Townhouse Other	
his a Condominium development? Yes_X_ No	
res, estimated monthly condo fees: Market Units_\$150 Affordable Units_\$100	
pe of Fuel:	
Page	October :
	Extensions granted? YesNo Date of Extension

a.) Natural Gas b.) Oil _X c.) Electric d.) Other
Parking Spaces:
a.) # Enclosed _4_ b.) # Outdoor _8_ c.) # Per unit included in Sales Price _2_
d.) # Spaces being sold 0_ and Sales Price \$0_
e.) # of enclosed spaces designated for the affordable units 1

10. Unit Mix: Complete the chart below

Unit Type	# of Units	# of BR's Per Unit	# of Baths Per Unit	Sq. Footage Per Unit	Sales Price Per Unit
Affordable	1	2	2	1,600	\$210,000
Market	3	3	2.5	1,800	\$400,000
Total	4	11	9.5	7,000	1,410,000

PRELIMINARY CONSTRUCTION BUDGET

		Date Completed: _	7/23/2009
Please see attached EVELOPMENT ITEM	TOTAL COST	PER UNIT COST	
SITE ACQUISITION	\$	\$	
HARD COSTS Site Preparation Landscaping Residential Construction Hard Cost Contingency			
TOTAL HARD COSTS	\$	\$	
Permits/Surveys Architectural Engineering Legal Insurance Security Construction Manager Property Taxes Construction Loan Interest Application/Financing Fees Appraisal Utilities Accounting Marketing & Commissions Consultant Soft Cost Contingency			
TOTAL SOFT COSTS	\$	\$	
TOTAL DEVELOPMENT COSTS	\$	\$	
SALES REVENUE Affordable # Market #	x \$x \$	= \$ = \$	
TOTAL REVENUE		\$	
PROFIT		\$	
ERCENTAGE PROFIT OVER TOTA	AL DEVELOPMEI Page		% October 2009

DEVELOPER/APPLICANT QUALIFICATIONS

1. Prior Development Experience – Please list the past development experience for each of the development team members on chart below. In addition, please identify any other 40B projects (whether with MassHousing or any other subsidizing agency) in which the applicant or a related party has or had an interest and, for each such project, state whether the construction has been completed and whether cost certification has been submitted (use additional sheets as necessary). *Please see attached

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:		į .		
Community/ Address			-	
Housing Type				
Number of Units				-
Total Dev. Costs	and the same of months of the same of the	er, a ar er en ar en plantagina de las er frank en		; ;
Yr Completed				
Specific Role		and the same the same the same the same to the same the s		
Construction Lender Contact Name:				

Development

Phone Number:

- 2. Applicant's Ownership Entity Information and Certification -- Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs. Note: For the purposes hereof, "Managing Entities" include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. "Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies ect.) who shall have the right to:
 - (i) approve the terms and conditions of any proposed purchase, sale or mortgage;
 - (ii) approve the appointment of a property manager; and/or

ownership entity or organizational structure considering an appl Entity. Any person proposed ownership	exercisable either directly as a result of such person's role within the applicant's provided its Managing Entities or indirectly through other entities that are included within the eture of the applicant and/or proposed ownership entity and its Managing Entities. I lication, MassHousing will presume that there is at least one Principal or Controllin or persons who have purchased an interest for fair market value in the applicant and pentity solely for investment purposes shall not be deemed a Principal or Controlling and sheets as necessary.)	ne n g d/or
Name of Applicant:	College Street Management or its designated assignee	•
Address:	_900 Chapel Street, Suite 701 New Haven, CT, 06510	
Contact Person:	David W. Nyberg	
Phone No.	(203) 776-7770	
Fax No.	(203) 848-2123	
E-Mail Address:	(203) 848-2123 david@collegestreetllc.com	
L-Man Address.		
List All Managing En	tities of Applicant (use additional pages as necessary): * Please see the attached	
	d Controlling Entities of Applicant and its Managing Entities as necessary): * Please see the attached	
	Applicant and its Managing Entities as necessary): * Please see the attached	
Organization Type:	wnership Entity: _College Street Management or its designated assignee	
Relationship to Appli	cant:	
List All Managing En (use additional pages		
List All Principals and additional pages as ne	d Controlling Entities of Proposed Ownership Entity and its Managing Entities (use ecessary):	!
	Page	
		ber 2009

approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.

(iii)

	Affiliates of Proposed Ownership ional pages as necessary):	Entity and its Managing Entities
Certifica	ution	
I hereby c	ertify on behalf of the Proposed	Ownership Entity, under penalties of perjury, that:
1.	the information provided above complete; and	for the Applicant Entities is, to the best of my knowledge, true and
2.	each of the following questions	has been answered correctly to the best of my knowledge and belief.
(a)	Is there pending litigation w	ith respect to any of the Applicant Entities?
	[X] No	[] Yes (attach explanation)
(b)	Are there any outstanding li Entities?	ens or judgments against any properties owned by the Applicant
	[X] No	[] Yes (attach explanation)
(c)		Entities failed to comply with provisions of Massachusetts law related yees and contractors, and withholding of child support?
	[X] No	[] Yes (attach explanation)
(d)	Have any of the Applicant I	Entities ever been subject of a felony indictment or conviction?
	[X] No	[] Yes (attach explanation)
(e)		we any of the Applicant Entities ever been a defendant in a lawsuit gence, misrepresentation, dishonesty, breach of fiduciary?
	[X] No	[] Yes (attach explanation)
(f)	Comprehensive Permit issue	Entities failed to carry out obligations in connection with a ed pursuant to M.G.L. c. 40B and any regulations or guidelines cluding, but not limited to, completion of a cost examination and or distributions?
	[X] No	[] Yes (attach explanation)
		Page

October 2009

Massachusetts or any subdivision, agency, authority or instrument thereof?

[X] Yes [] No (attach explanation)

Daniel R. Hart (print name)

(signature)

Massachusetts or any subdivision, agency, authority or instrument thereof?

(g)

(date)

Are the Applicant Entities current on all existing obligations to the Commonwealth of

Location	Acton		1						
Project Type	Townhouse		1						
	Development of	8 4 unit TH	1						
Project Description	development]						
]						
No. of Units	4		1						
No. of Market	[3]						
No. of Affordable	1]						
Percetn Affordable	25%		1						
One BR	0								
One BR + Den	0	·	1						
Two BR	1		l						
Two BR + Den	0		ı						
Three BR	3		1						
Gross SF	7,368		Ì						
Net SF	7.000		1						
Efficiency	95.00%								
Average Unit Size - Gross	1,842								
Average Unit Size - Net	1,800								
Range	1112-1690		ı						
Sources			Per	Unit	Pe	GSF	Per	NSF	%
Land Loan	5		5		3		3		0.005
Construction Loan A	\$	1.063,003	5	265,750 87	\$	144.26	\$	151.88	90.009
Mezzanine	5	•	5		5		5		0.009
Equity	\$	118,111	5	29,527 87	3	16.03	3	16.87	10.009
номелинт	<u> </u>		\$		3		5		0.009
Total	\$	1,181,115	5	295,278.74	\$	180.29	\$	168.73	100.009
Uses			<u> </u>		-		_	************	
7863			-		-		-		
Acquistion		355,000	5	88.750.00	5	48 18	1	50.71	30.08
Direct Construction	- S		5	112,500.00		61.07		64.29	38.109
Site & Infrastrucutre	5			12,500.00		6.79		7.14	4.23
									3 811
		50,000 45,000				8 11	S	M 4.4	
Misc. Construction & Contingency Soft Costs	\$ 5	45,000	5	11,250.00 44,250.00	\$	8.11 24.02		8.43 25.29	
Soft Costs	\$		5	11,250.00	\$			25 29 3.37	14 999
Soft Costs Developer OH	\$ 5	45,000 177,000 23,622	5	11,250.00 44,250.00	3	24.02 3.21	5	25.29	14 999 2.009
Soft Costs Developer OH Marketing & Sales Center	\$ \$ \$	45,000 177,000 23,622	\$ 5 \$	11,250.00 44,250.00 5,905.57	\$ \$	24.02 3.21 0.88	5	25.29 3.37	14 999 2.009 0.429
Soft Costs Developer OH	\$ \$ \$ \$	45,000 177,000 23,622 5,000	\$ 5 \$	11,250,00 44,250,00 5,905,57 1,250,00	\$ \$	24.02 3.21 0.88	\$ \$	25 29 3.37 0.71	14 999 2 009 0 429 6 399
Soft Costs Developer OH Marketing & Sales Center Financing Costs Fee	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	45,000 177,000 23,622 5,000 75,493	\$ \$ \$ \$ \$	11,250,00 44,250,00 5,905,57 1,250,00 18,873,17	5 5 5 5	24.02 3.21 0.58 10.25	\$ \$ \$	25 29 3.37 0.71 10.78	14 999 2 009 0 429 6 399 0 009
Soft Costs Developer OH Marketing & Sales Center Financing Costs	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	45,000 177,000 23,622 5,000 75,493	\$ \$ \$ \$ \$	11,250,00 44,250,00 5,905,57 1,250,00 18,873,17	5 5 5 5	24.02 3.21 0.58 10.25	\$ \$ \$ \$	25.29 3.37 0.71 10.78	14 999 2 009 0 429 6 399 0 009
Soft Costs Developer OH Marketing & Sales Center Financing Costs Fee	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	45,000 177,000 23,622 5,000 75,493 1,181,115	\$ \$ \$ \$ \$	11,250,00 44,250,00 5,905,57 1,250,00 18,873,17	5 5 5 5	24.02 3.21 0.58 10.25	\$ \$ \$ \$	25.29 3.37 0.71 10.78	14 999 2 009 0 429 6 399 0 009
Soft Costs Developer OH Marketing & Sales Center Financing Costs Fee	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	45,000 177,000 23,622 5,000 75,493	\$ \$ \$ \$ \$	11,250,00 44,250,00 5,905,57 1,250,00 18,873,17	5 5 5 5	24.02 3.21 0.58 10.25	\$ \$ \$ \$	25.29 3.37 0.71 10.78	14 999 2 009 0 429 6 399 0 009

Gross Sales	15	1,408,000
Commissions	S	(70,400)
Closing Costs	\$	(8,320)
Net Sales	13	1,329,260
Gross Sales	1	\$1,406,000
Average Gross Sales	\$	352,000
Average Gross Sales w/o Affordable	\$	400,000
Per GSF	3	191.09
Per NSF	\$	201.14
Par NCC win offernable	5	222 22

Range of Market Sales	\$400,000
Range of Market Sales/NSF	5 222

Investment	\$	116,111
Profil	5	148,165
RoC		12.54%
RoC RoE		125.45%

Commission

5.00%

Stamps Legal

Acquisition

0.25% 650 0.00%

Market

No of Unit	Unit No.	Unit Type	SF	Price .	Price/SF	Parking	Commission	Stamps	Closing	Condo Fee Carry	Acquisition	Net Sale
	1	3BR	1,800				\$ 20,000	\$ 1,000	\$ 650	\$ 550	\$ -	\$377,800
	2 2	3BR	1,800				\$ 20,000	\$ 1,000	\$ 650	\$ 550	\$ -	\$377,800
	3 3	3BR	1,800	\$400,000	\$ 222.22	\$.	\$ 20,000	\$ 1,000	\$ 650	\$ 550	\$.	\$377,800
												,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
							1					
	3	1										

Net SF	5,400	1,800 \$	400,000 \$	222.22					\$1,1	33,400
		Total Gross	\$1,200,000		\$ 60,000 \$	3,000 \$	1,950 \$	1,650 \$	*	

Affordable

No of Unit	Unit No.		SF	Price	Price/SF	Parking	Commission	Stamps	Closing	Condo Fee Carry	Acquisition	Net Sale
	1	28R	1,600	\$208,000	\$ 130.00	\$ -	\$ 10,400	\$ 520	\$ 650	\$ 550	\$ -	\$195,880

	1					<u> </u>	<u> </u>		l			

1	Net SF 1,600	1,600 \$	208,000 \$	130,00					 \$195,880
		Total Gross	\$208,000		\$ 10,400	520 \$	650 \$	550 \$	



October 1, 2009

Town of Acton
Board of Health
Attn: Doug Halley, Health Director
472 Main Street
Acton, MA 01720

Re:

SSDS Application, Proposed Comprehensive Permit 19 Bulette Road Acton, MA 01720

LDG Project No.: 1158.00

Dear Mr. Halley:

Level Design Group, L.L.C., (LDG) on behalf of College Street, LLC, does hereby submit the following responses to comments from Mr. Justin Snair, Acton Health Department, in a letter to LDG, dated September 25, 2009 a Sub-Surface Sewage Disposal System (SSDS) plan review. The responses address the comments made in the review and are in the same format each comment and reflect site plan revisions dated September 29, 2009 and calculation revisions dated October 1, 2009, which area attached herein.

Plan Specifications

- Identify holder of the utility easement and indicate authority to change existing conditions. Easement holder and deed reference have been added to the revised plan. There are no noted restrictions that apply to the Grantor from the granting of the easement. A copy of the easement deed is included herein.
- Note regarding Construction benchmark to be set by the design engineer 50-75 fee prior to construction.

A note regarding the construction benchmark has been added to the revised plans.

Set Back Requirements

- Grading changes proposed on abutting property AM: D2, PR:6. Indicated authority or easement granting permission. Min. 5' required from toe of slope to property line 15.255(2)

 Site grading relating to SSDS construction has been modified to be a minimum of 5-feet from parcel AM: D2, PR: 6.
- Grading changes proposed on abutting Right of Way. Indicate authority or easement granting permission.
 - Site grading has been modified to keep system grading activities from the Right of Way. Driveway grading is not associated with the system construction and will be addressed during



Town of Acton - Board of Health **Doug Halley, Health Director** Page 2 of 3

the comprehensive permit application review. Revised system grading has been brought into compliance with state and local requirements for breakout adjacent to a public right of way.

Soil Examinations

• 404-2 Data Inaccurate. Depth of 120" recorded with BOH The test pit data has been revised accordingly.

Pump/Does Chambers

- Provided Sewage Pump Chamber Sizing calculation inconsistent with sizes provided on plan. The Sewage Pump Chamber Sizing calculations have been modified accordingly.
- Float Elevations / Storage Capacity Document is inconsistent with pump information provide on plan.
 - The pump calculations have been revised to reflect the float elevations and both the plans and calculations are consistent.
- Pump Chamber Buoyancy Calculations Overall Structure Length and Width inconsistent with sizes noted on plan
 Structure dimensions have been modified accordingly within the calculations.

<u>SAS</u>

 Pressure distribution Network computations note trench, lateral lengths that are inconsistent with those on plan.

Lateral lengths have been modified accordingly.

Distribution Network

- Note length on force main, manifold, trenches
 The force main, manifold, and trenches lengths have been labeled accordingly.
- 11ft Distribution line from center proposed dwelling noted in error. The revised plan has been modified accordingly

Additional Notes

 Prior to the issuance of certificate of compliance, proposed property line plan must be recorded and shown in compliance with either Town of Acton Zoning Regulations or approved under Chapter 40B application.

This note has been added to the revised plans.



Town of Acton - Board of Health **Doug Halley, Health Director** Page 3 of 3

- An impervious barrier is required for a system constructed in fill when a minim distance between the edge of the soil absorption system and the top of the side slope is not provided. Policy /SOP/Guideline #:BRP/DW/WPeP/Go201; 310CMR 15.211(4).

 Site grading has been modified to maintain a minim distance of 15-feet the edge of the soil absorption system and the top of the side slope.
- Provided note that disposal lines shall be at least 18 below water supply lines. Wherever sewer
 lines must cross water supply lines, both pipes shall be constructed of class 150 pressure pipe and
 shall be pressure tested to assure water tightness.
 This note has been added to the revised plans.
- The Engineering Department has reviewed the septic system design and has the following comments:
 - Tress should be labeled as to whether they are to remain or be removed. Removal of trees within the public right of way requires approval of the Tree Warden.

 All trees to be removed or relocated have been identified. There are no trees within the right of way that are proposed to be removed.
 - The slope of the system appears to encroach into the public right of way. As a result, subsurface work may cause damage to the system and possibly lead to breakout. A surveyor may be required to delineated the toe of sloped due to the system's close proximity to the edge of the property.
 - Site grading has been modified to maintain a minim distance of 15-feet the edge of the soil absorption system and the top of the side slope.
 - It appears that construction will occur on the adjacent property, 13 Lillian Road. Easements would be required for the grading work and for the driveway access.

 An easement is currently being sought to maintain this access which was established in 1984 If an easement cannot be obtained the additional drive will be eliminated due to the fact that sufficient access is provided through the single driveway.

If there are any questions about the submission please do not hesitate to contact me.

Truly yours,

LEVEL DESIGN GROUP, L.L.C.

Daniel Campbell, P.E.

Principal

Y:\1100 Series\1158-Acton 40B, Lillian Road, Acton\Text\SSDS\Response to Comments (1).doc

LILLIAN ROAD - COMPREHESIVE PERMIT APPLICATION

19 Bullette Road - Acton, Massachusetts

Project No.

1158.00

Sewage Pump Chamber Calculations

Pump Sizing Calculations

1. Total Dynamic Head Calculation

A. Static Head Calculations

Max Forcemain Elev.

204.07

Sump Elevation

183.22

Total Elev. Change

20.85 Static Head

B. Frictional Headloss

Quantity	Quantity Fitting		Equivalent Length		
5	45 Degree Elbow	2,8	14 ft		
4	90 Degree Elbow	5.2	20 8 ft		
1	Checkvalve	22	22 ft		
10	Tec	12	120 ft		
0	Gate Valve	2.1	O ft		
			176.8 Subtotal		
tual Forcemain	Length (distance to be	pumped)	69 ft		

Actual Forcemain Length (distance to be pumped)

245.8 EQ. L. Total (ft)

Date:

Pump Chamber Sizing Calculations

1. Title V Dosing Schedule

Design Flow	1320 gpd
Doses Per Day	12 dpd

110 gal/Dose Dose Total Effluent in Forcemain 11.3 gal

Total Dose 121.3 gal

A. Chamber Sizing

Length 12 ft Width 6 ft 6.21 ft Depth to Invert

Volume/linear foot of Depth

538.6 gal

2. Float Elevations / Storage Capacities

A. Float Elevations(from tank bottom)

0.75 ft 9 inches Pump Cover or 4 inches Dose 0.32 € or Alarm Elev. Q.33 ft 4 inches 3.65 ft 44 inches 24 hr. Storage

Total Effluent Elevation

188.27 ft (Including Storage)

Pump Chamber Invert

189.43 ft

Per Dose Pump Run Time

1.8 min

LILLIAN ROAD - COMPREHESIVE PERMIT APPLICATION

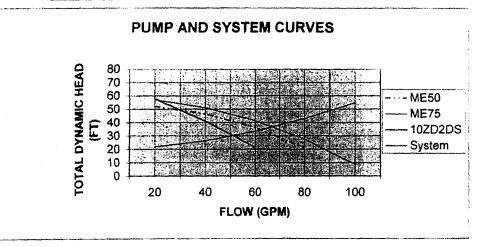
19 Bullette Road - Acton, Massachusetts

Project No.

1158.00

Date: 7/15/2009

2. System Curve



SELECT: MYRRES Effulent Pump 3450 rpm, Model MES0 <u>CAPACITY</u>
60 GPM
AT 33.7 FT TDH

AT 60 GPM, TDH= 36.4 FT. PUMP O.K. (from System Performance Summary)

SOIL ABSORPTION AREA

Pressure Distribution Network Computations

Date: 07/15/2009
19 Bulette Road Acton, MA Revised: 10/01/2009

System Parameters

FLOW	Unit	Value	Comment
parent soil type dosing frequency average daily flow min. volume per dose	doses / day GAL GAL.	1 12 1320 110	1=sand / loamy sand; 2=loams 310 CMR 15.254
LEACHING BED LAYOUT			
trench width trench length trench depth total leaching area single or butterfly total no. of laterals lateral-to-lateral separation system variance requested	FEET FEET SQ. FT. FEET	2 69 2. 3312 1 8	l=single, 2≃buπerfly
FORCE MAIN			
total length total equivalent length inside diameter	FEET FEET INCHES	79.42 256 2	
MANIFOLD			•
no, of segments total length segment equivalent length inside diameter	FEET FEET INCHES	7 60 10 2	
EACH LATERAL			
minimum length maximum length equivalent length inside diameter min. residual pressure at distal end	FEET FEET FEET INCHES FEET	68 70.39 69 1 25 2 5	100 feet maximum (310 CMR 15 252)
ORIFICE SIZE AND LOCATION			
onfice diameter no. of onfices, each lateral onfice spacing along lateral max. orifice spacing between laterals min. orifice offset from manifold max. orifice offset from manifold	INCHES INCHES INCHES INCHES INCHES	0 25 15 57 100 14 43	0.19=3/16; 0.31=5/16; 0.44=7/16; 0.56=9/16 every other lateral every other lateral
sum of max. and min. offsets to manifold	INCHES	57	for butterfly, should equal orifice spacing along lateral
System Performance Summary	·	·········	
FLOW VELOCITY force main manifold inlet lateral	FPS FPS FPS	6.1 6.1 2.0	
ORIFICE DISCHARGE ORIFICE DISCHARGE VELOCITY	GPM FPS	1.2 2.6	
NETWORK VOLUME	GAL.	37	laterals and manifold
MIN. DOSE VOL./NETWORK VOL.		3	minimum requirement = 5
NETWORK DISCHARGE	GPM	60	minimum pump requirement

Vame:

Date: 7/15/2009 Selection: 1158

Size: ME50/ME75/ME100/ME150

Effluent

speed: 3600 rpm

Speed: 3450 rpm Line: ME50

Curve:

Impeller:

Punte.

Specific Speeds:

Ns: ---Nss: ---

Dimensions:

Suction: --- in Discharge: 2 in

Pund Children and the state of the state of

Temperature: -- °F Pressure: --- psi g Sphere size: 0.75 in Power: --- hp Eye area: --- in2

Search Crisch

Flow: 60 US gpm Head: 37.9 ft

Philips the second of the second seco

Water Density: 62.25 lb/ft3 Viscosity: 1.105 cP

Temperature: 60 °F Vapor pressure: 0.2563 psi a Atm pressure: 14.7 psi a

NPSHa: 34.2 ft

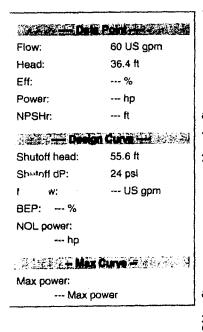
WOOTH THE THE TAXABLE PROPERTY OF TAXABLE PROPERTY

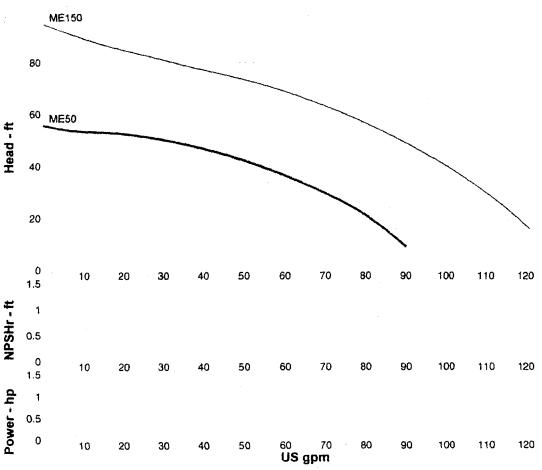
Standard: NEMA Enclosure: TEFC

--- hp Speed: ---Frame: ---

Sizing criteria: Max Power on Design Curve

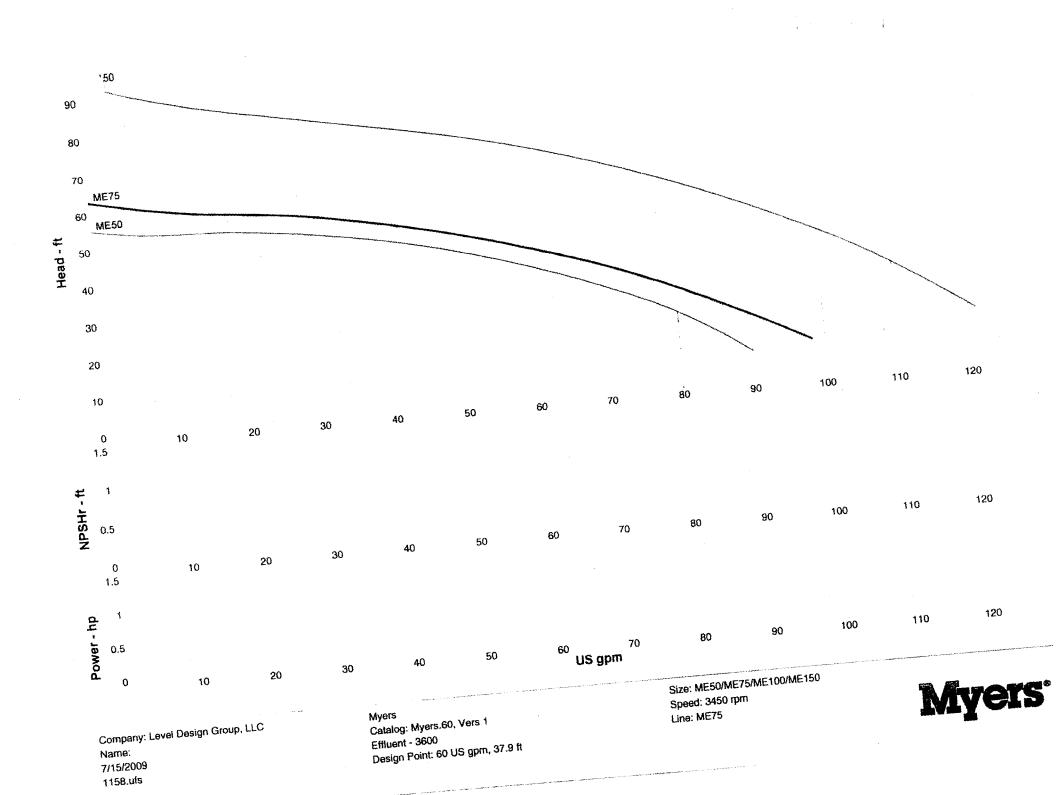
Catalog does not contain data to verify that NPSHa is sufficient.





Devicemence Evaluation

Laitettiin on mannann									
Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft				
72	3450	27.8	to market	w #>+					
60	3450	36.4	***						
48	3450	43	****	***	•••				
36	3450	47.7	***	***	***				
24	3450	51,4	***	***					



Buoyancy Calculation - Dosing Chamber

19 Bulette Road Acton, MA

Project No.:

1158.00

Parameter	Value	Unit	Comment
Finish Grade(Elevation)	192.4		
Estimated Seasonal High Groundwater(Elevation)	187.4		
Top of Structure(Elevation)	190.7		Outside, Not Including Ballast (if any)
Bottom of Structure(Elevation)	182.7		Outside, Not Including Ballast (if any)
Outside Diameter		FT	Circular Structure
Overall Structure Length	13.0	FT	
Overall Structure Width	7.0	FT	
Total Footprint	91.0	SF	
Weight of Structure*	53,000	LB	3,000 Gallon Pump Chamber, H-20 Loading
Total Soil Cover	1.7	FT	
Dry Unit Weight of Soil Cover	100	PCF	
Total Weight of Soil Cover	15,106	LB	
Weight of Water Displaced (structure)	26,405	LB	

Ballast Calculations

Type of Ballast			None
Ballast Footprint	0.0	SF	In Addition to Structure Footprint
Ballast Thickness	0.00	FT	
Volume of Ballast	0.0	CY	
Total Weight of Ballast	0	LB	
Top of Ballast (Elevation)	0.0		
Weight of Water Displaced (Ballast)	0	LB	

Net Force	41,701	LB

(If negative then floatation possible)

Factor of safety*

2.58

^{*} Assumed Completely Dry inside. Neglect Manholes and covers, interior equipment and outside soil friction forces.

Buoyancy Calculation - Septic Tank 19 Bulette Road Acton, MA

Project No.

1158.00

Parameter	Value	Unit	Comment
Finish Grade(Elevation)	193.2		
Estimated Seasonal High Groundwater(Elevation)	185.7		
Top of Structure(Elevation)	191.4		Outside, Not Including Ballast (if any)
Bottom of Structure(Elevation)	183.4		Outside, Not Including Ballast (if any)
Outside Diameter		FT	Circular Structure
Overall Structure Length	11.0	FT	
Overall Structure Width	6.0	FT	
Total Footprint	66.0	SF	
Weight of Structure*	53,000	LB	3,000 Gallon Tank, H-20 Loading
Total Soil Cover	1.8	FT	
Dry Unit Weight of Soil Cover	100	PCF	
Total Weight of Soil Cover	11,946	LB	
Weight of Water Displaced (structure)	9,637	LB	

Ballast Calculations

Type of Ballast			None
Ballast Footprint	0.0	SF	In Addition to Structure Footprint
Ballast Thickness	0.00	FT	
Volume of Ballast	0.0	CY	
Total Weight of Ballast	0	LB	
Top of Ballast (Elevation)	0.0		
Weight of Water Displaced (Ballast)	0	LB	

Net Force	55,309	LB

(If negative then floatation possible)

Factor of safety*

6.74

^{*} Assumed Completely Dry inside. Neglect Manholes and covers, interior equipment and outside soil friction forces.

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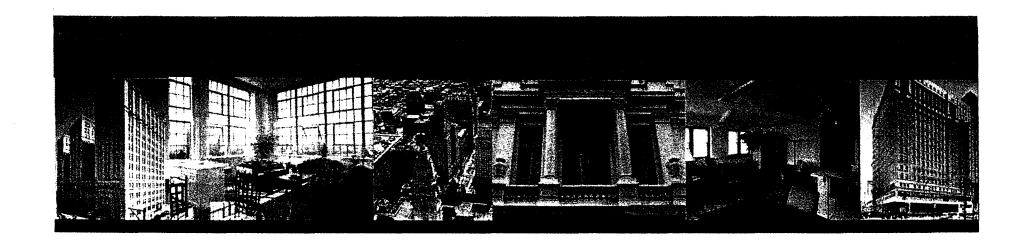
1919

BY THESE PRESENTS.

- that We, Joseph and Margaret Pittorino, (husband and wife), of 18 Henley Road, Acton, Middlesex County, Massachusetts, hereinafter sometimes called the Grantors. * for consideration of Six Thousand Dollars (\$6000,00) paid, grant to Boston Edison Company, a corporation having an usual place of business in Boston, Suffolk County, Massachusetts, hereinafter sometimes called the Grantee, its successors and assigns, perpetual rights and easements (a) to lay, construct, install, reconstruct, alter, operato, maintain, ranew, replace and remove underground buried cables, manboles, handholes, conduits, pipes, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission of electricity within Lot #5, private property, off Bulette Road and Lillian Road in Acton, Middlesex County, Massachusetts, which land is more particularly shown on . Deed recorded at Middlesex South District Registry of Deeds, Book 8477, Page 385. For our Title, see Book 13462, Page 418; (b) to place and maintain on the Grantor's land a transformer pad, with transformer thereon, pedestals, wire distributing facilities, fixtures, apparatus and service connections: (c) to lay, construct, install, alter, repair, renew and mainthin in conduits to be installed by the Grantee as hereinafter provided, the necessary wires, underground buried cables, fixtures and appurremances for service connections to said transformer, handholes, pedestals and wire distributing facilities; (d) to construct and install the facilities hereinbefore specified, to chappe the locations thereof at any time hereafter or at the same or different times; (c) to use said line or lines for the transmission of electricity to other customers of the Grantee; and (f) to enter upon and authorize or permit others to enter upon said private property of the Grantors from time to time for all of the foregoing purposes and for the purpose of removing and relocating said line or lines.

All facilities are to be installed in locations to be determined by the Crantee with the approval of the Grantors.

IN WITHESS WHEREOF, said Joseph and Margaret Pittorino (busband and wife), have hereunto set their hands and seals this day of feely



Company Presentation

College Street Management, LLC
David Nyberg, President
900 Chapel Street
New Haven, CT 06510
phone 203-776-7770, fax 203-776-4784





Table of Contents

Introduction

Selected College Street Management / Lubert-Adler Redevelopments

Conclusion & Biographies

Introduction

College Street Management LLC (CSM)

- 15+ years of development experience
- Largest adaptive reuse developer in Connecticut
- Over the past 9 years, College Street Management LLC, in joint venture with Lubert - Adler has invested in over 40 assets throughout the East Coast
- Thousands of residential units developed
- Specialize in renovating and repositioning existing building

College Street Management LLC / Lubert-Adler Partnership

College Street Management LLC (CSM)

- Expertise in redevelopment of historically certified buildings
- College Street LLC converts historic commercial buildings into upscale apartment communities, creating modern, safety-equipped residences without the need for outside capital or subsidies
- Our properties add state-of-the-art residential and commercial space in the heart of downtown communities
- Currently 500,000 sf of residential and commercial space under construction

Lubert-Adler Partners (L-A)

- L-A is a real estate private equity firm co-founded by Dean Adler and Ira Lubert in March 1997
 - Collectively they have over 50 years of experience in underwriting, acquiring, repositioning, refinancing and exiting real estate investments
- Since 1997, L-A has raised five funds totaling \$4.0 billion of equity and has acquired over \$16 billion of assets in approximately 400 transactions
 - Lubert-Adler's latest fund, Fund V, commenced in January 2006 with \$1.725 billion of committed equity; the Fund is in the early stages of deploying capital
 - Major investors include 26 of the largest college and university endowments in the United States

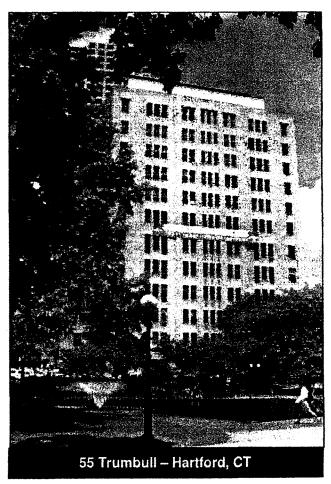
\$USD in Millions	Fund I	Fund II	Fund III	Fund IV	Fund V
Inception	1997	1999	2001	2004	2006
Fund Size	\$117	\$287	\$850	\$1,060	\$1,725

Lubert-Adler Partners (L-A)

- The company consists of over 30 professionals with strong backgrounds in real estate acquisitions, redevelopment, asset management and capital markets
 - · Offices in Philadelphia, Los Angeles, New York, London, Atlanta and Baltimore
- Additionally, L-A's staff includes 14 principal-level investment professionals, with over 15 years of real estate experience
 - ·Many of these professionals have worked together for the entire life of the funds
- L-A is part of the Independence Capital Partners family of private investment funds, which has \$8.0 billion of capital commitments under management
 - •L-A also benefits from the experience of principals at the other Independence Capital Partners Fund

The partnership of CSM / L-A combines institutional capital with redevelopment expertise

- Significant institutional equity
 - Investor base includes Harvard, Yale and Princeton, as well as many other endowments and pension funds
- Experienced in large and complex redevelopments
 - Partnership has successfully redeveloped over
 5 million sf of residential space
 - Past redevelopments include vacant and underutilized mills, office buildings, hotels, warehouses, malls and hospitals



Page 8

University Housing Experience

- The partnership of L-A has redeveloped 10 properties into student apartments, totaling over 2,100 units and representing nearly \$270 M of total cost
- The JV creates state-of-the-art university housing that provides upscale apartments, the latest in fire and life safety systems, and the amenities that today's students demand

Markets include:

- Philadelphia
- New Haven
- Baltimore
- Palm Beach
- Columbia, SC



University Housing Summary

	PROPERTY	LOCATION	UNIVERSITY	UNITS	TOTAL
<u> </u>	THOI LITT	LOCATION	ONIVERSITY	UNITS	COSTS
1	Olympia & Granby	Columbia, SC	Univ. South Carolina	337	\$56 M
2	University Crossings	Philadelphia, PA	Drexel U., Univ. of Penn	260	40 M
3	Chapel Square	New Haven, CT	Yale University	108	37 M
4	Thomas Jefferson Univ.	Philadelphia, PA	Temple University	375	33 M
5	Temple University	Philadelphia, PA	Temple University	292	29 M
6	The Art Institute of Phila.	Philadelphia, PA	The Art Institute of Phila.	168	22 M
7	Dulaney Valley	Baltimore, MD	Goucher College	256	17 M
8	Strouse Adler	New Haven, CT	Yale University	140	12 M
9	Palm Club	Lake Worth, FL	Palm Beach C. C	160	12 M
10	University of the Arts	Philadelphia, PA	University of the Arts	72	9 M
			TOTAL	2,168	\$267 m

Selected CSM / L-A Redevelopments

Olympia & Granby Mills

Columbia, SC

Investment Opportunity

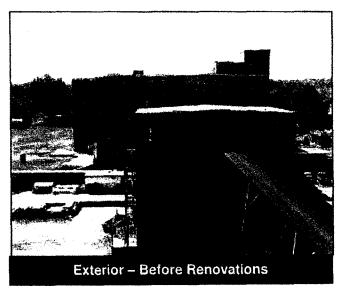
- 2 vacant former mill buildings totaling 590,000 sf
- Historic buildings, developed in early 1900s
- Located adjacent to the University of South Carolina

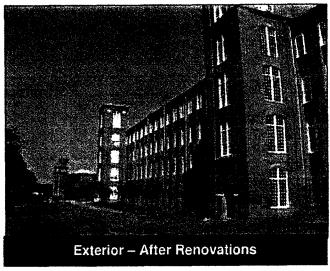
Redevelopment Plan

- Purchased in 2003
- Converting mills to student apartment complex
- Granby Mill conversion to include 146 loft style apartments with onsite parking and amenities
- Olympia Mill to be completed once Granby Mill redevelopment is complete

Current Status

- Granby Mill 95+% leased
- Olympia Mill is currently under redevelopment





Southern New England Telephone (SNET)

Hartford, CT

■ Property Information

 vacant 172,000 SF switchgear and headquarters for SNET, located on Bushnell Park

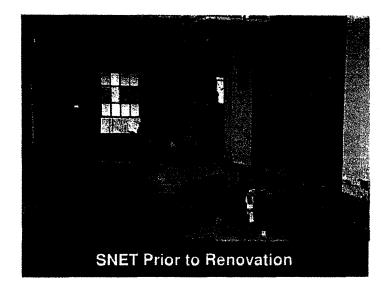
Redevelopment Plan

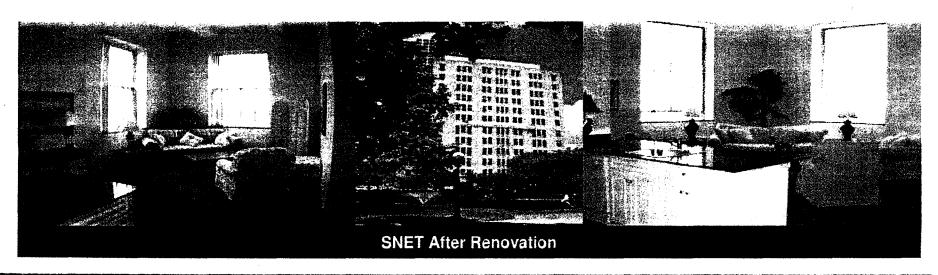
- conversion to 136 apartments with 10,000 sf of retail

■ Construction Commenced: Spring 2002

Current Status: Stabilized

■ Time from purchase to occupancy: 13 Months

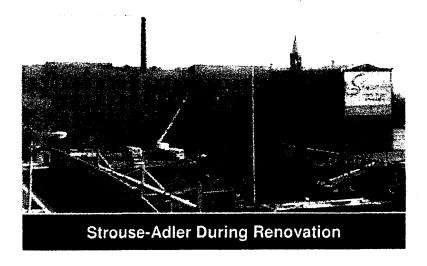


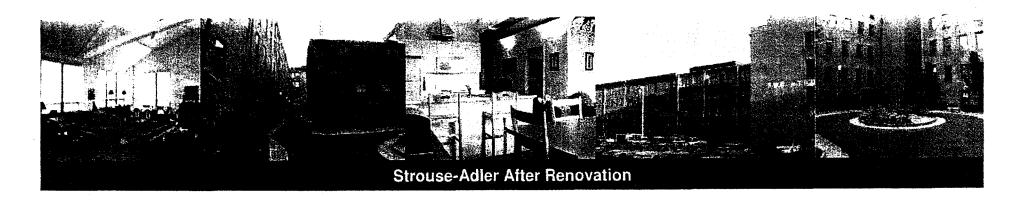


Strouse-Adler

New Haven, CT

- Property Information
 - vacant 200,000 SF warehouse
- **■** Redevelopment Plan
 - conversion to 146 apartments with parking
- Construction Commenced: Spring 2002
- Current Status: Fully leased, stable
- Time from purchase to occupancy: 14 Months

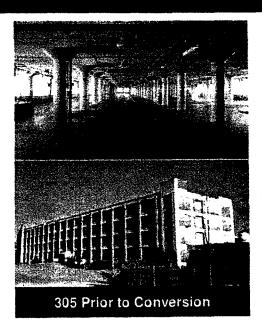




305 Dutton

Lowell, MA

- Property Information
 - vacant 150,000 SF warehouse
- Redevelopment Plan
 - conversion to 130 loft apartments
- Project purchased: Summer/Fall 2001
- Current Status: Fully leased, stable
- Time since purchase to occupancy: 16 Months



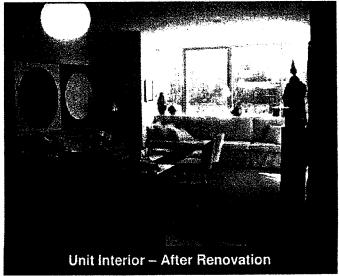


MetroClub

Philadelphia, PA

- Investment Opportunity
 - 200,000 sf former hospital building
 - 150-car surface parking lot
- Redevelopment Plan
 - Purchased in 2003
 - Redeveloped into 130 luxury condominiums
 - 190 parking spaces
- Current Status
 - At sales launch over 100 units were sold in one day
 - Closings on condo units began in June, 2005





Avenue of the Arts

Philadelphia, PA

Investment Opportunity

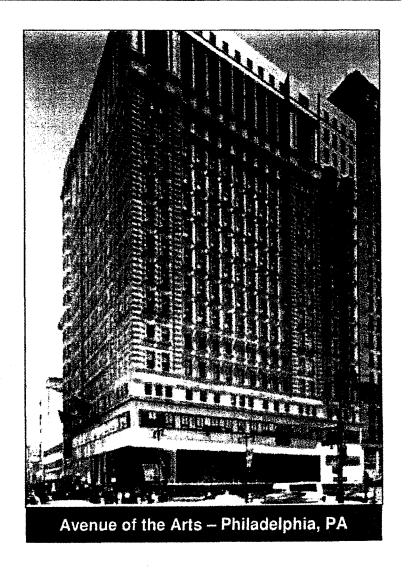
- 185,000 sf vacant office building
- Located on the "Avenue of the Arts," one block from City Hall

Redevelopment Plan

- Purchased in 1997
- Redeveloped into 176 student apartments
- Master leased to the University of the Arts
- Ground floor retail tenants include Capital Grill and Olive Garden

Current Status

- Sold in December, 2004
- 100% occupied at sale



9th and Arch

Philadelphia, PA

- Investment Opportunity
 - 180,000 sf vacant former Strawbridge's warehouse
 - Located in Center City, Philadelphia
- Redevelopment Plan
 - Purchased in 2003
 - Redeveloped into 140 upscale apartments
 - On-site parking
- Current Status
 - Stabilized





Temple University Apartments

Philadelphia, PA

Investment Opportunity

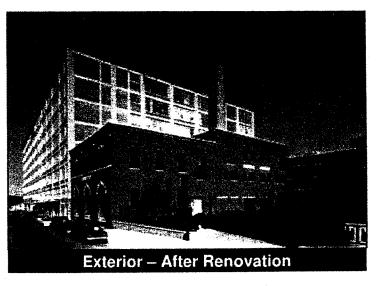
- 500,000 sf vacant warehouse
- Located adjacent to Temple University

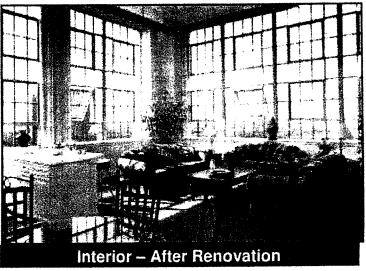
■ Redevelopment Plan

- Purchased in 2002
- Redeveloped into 240 student lofts
- 60,000 sf of storage space was leased by the university

Current Status

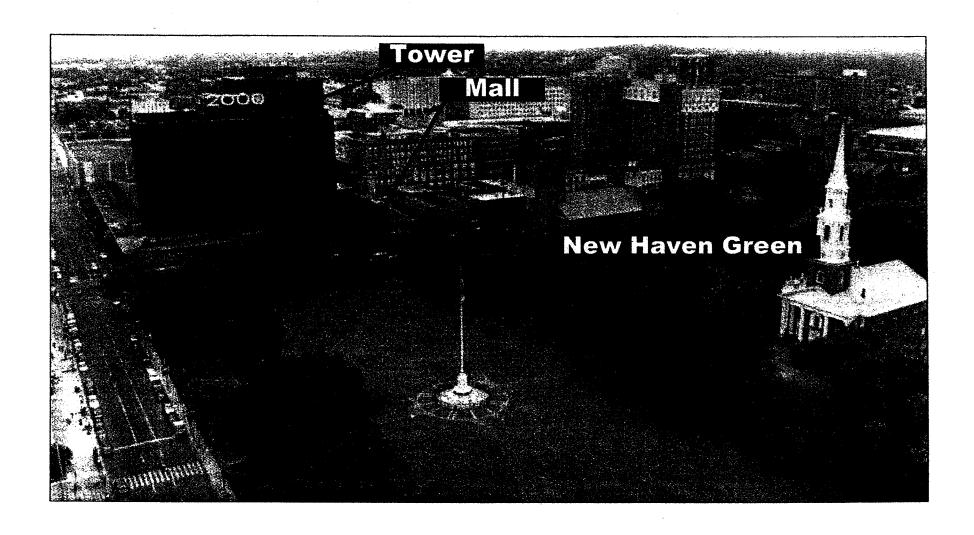
100% occupied





Chapel Square

New Haven, CT



Chapel Square

New Haven, CT

Investment Opportunity

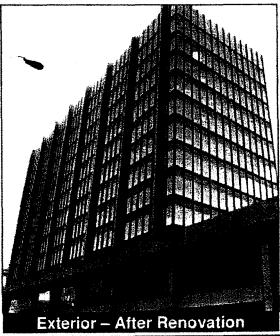
- 360,000 sf vacant mall and office tower
- Significant asbestos issues at acquisition

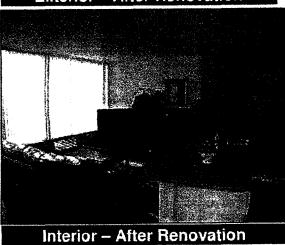
Redevelopment Plan

- Purchased in 2002
- Completed asbestos abatement program
- Office tower
 - Existing tenancy consolidated to upper floors
 - Floors 3-5 converted into 33 apartments
- Mall
 - Converted first floor into 50,000 sf of street retail
 - Converted remainder of mall into residential units with interior courtyard

Current status:

- Tower
 - Office 100% Occupied
 - Multifamily 100% Occupied
- Mall
 - Commercial 100% Occupied
 - Multifamily 100% Occupied

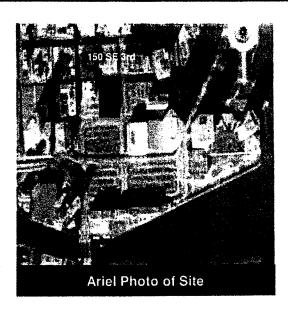




150 SE 3rd Ave.

Miami, FL

- Investment Opportunity
 - Mostly vacant 150,000 SF 5 story former office building
 - Building eligible for historic tax credits
- Redevelopment Plan
 - Conversion to 107 high-end apartment units with ground floor retail
 - Leased retail to quality, credit tenants
- Project purchased: Late Fall 2003
- Current Status:
 - 90+% retail space leased
 - HTC and NMTC have reduced cost basis by \$2.4 MM
 - Stabilized



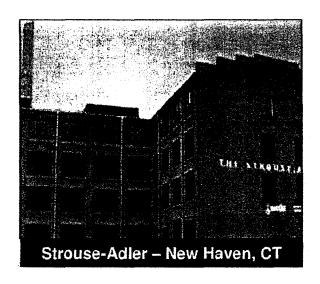


Conclusion & Biographies

Conclusion

Key capabilities:

- Experience in redeveloping distressed projects into thriving properties
- The resources to undertake projects in many locations simultaneously
- Flexibility to expand into new markets
- Strong financial position which allows for completion of projects without delays







Team Bios

David Nyberg, President - College Street Management LLC

Mr. Nyberg has over 18 years of development experience. In his current role as President of College Street Management LLC, his current focus is on the acquisition and redevelopment of underutilized properties into upscale apartments, retail, or commercial uses. Since founding College Street LLC, David has repositioned millions of square feet in New England and South Carolina. Notable projects include the conversion of New Haven's Chapel Square mall and office tower into a vibrant mixed used destination. Other projects include conversion of the RKO Palace Theater in New Haven, Connecticut and the SNET building in Hartford, Connecticut. By taking on dual roles as general contractor and developer College Street LLC has been able to complete high quality projects while staying within budget.

A native of the Greater-Boston area, Mr. Nyberg began his career with the Philadelphia Management Company, the largest landlord in Philadelphia. From 1989 to 1997, his responsibilities ranged from market research, financing, acquisitions, overseeing development, and managing a multi-million dollar construction budget. During his tenure, Philadelphia Management successfully converted over three million square feet of vacant office and industrial space into residential properties.

David's personal pursuits include twelve meter sailing, politics, and fitness. He has completed four Boston Marathons. David has served on boards for the Corporation for Independent Living and the University of New Haven.

Team Bios

Dean S. Adler, President – Lubert-Adler Partners

Mr. Adler has over 20 years of real estate investment experience. Prior to co-founding Lubert-Adler Partners in 1997, he was a principal and co-head of the private equity group of CMS Companies. During his 12 years at CMS, Mr. Adler specialized in acquiring real estate and operating businesses within the private equity markets.

During Mr. Adler's tenure as co-head of acquisitions, CMS put under direct management in excess of \$1 billion in real estate and operating businesses, as well as investing significant equity with certain fund managers. From 1992-1995, CMS acquired \$500 million worth of real estate, primarily in the apartment and retail sectors. Mr. Adler was previously associated with the accounting form of Ernst & Whitney and the law firm of Baker & Hostetler.

Mr. Adler graduated magna cum laude from the Wharton School of the University of Pennsylvania in 1979 and earned a J.D. degree with honors from the University of Pennsylvania Law School in 1983. Mr. Adler was an instructor at The Wharton School between 1981 and 1983, receiving recognition for teaching excellence in 1982.

Mr. Adler currently serves on the board of directors of Developers Diversified Realty (NYSE:DDR) a major shopping center REIT; Bed Bath & Beyond (NASDAQ:BBBY) a major hone furnishings retailer; USFS (NASDAQ:USFS), a company specializing in hotel franchising; and Trans World Entertainment and Electronics Boutique, two NASDAQ specialty retailers. He has also served on community boards, including the UJA National Young Leadership Cabinet, and he is a member of the Alexis de Tocqueville Society.

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Revised: 2/1/06

SMART GROWTH CRITERIA SCORECARD

Project Name:	The Residences at Lilian Road
Project Number:	SA*
Review Agency:	
Staff Member:	
Program Name:	
Date:	July 23, 2009
	*SA = Site Approval Number, if any
Prior to completing this form, please refer to the Massachusetts Depa	artment of Housing and Community
Development's Guidelines for Consistency with the Commonwealth's	
("Smart Growth Guidelines"). For a link to these Smart Growth Guidelines	delines, please click the following link:
Smart Growth Guidelines	
THE COURSE OF TH	
DEVELOPER SELF-ASSESSMENT	
(for consistency with the Smart Growth Guidelines)	
Method 1:	Check "X" Below
	Yes No NA
Redevelop First	
If Rehabilitation:	Check "X" below if applicable
- Rehabilitation/Redevelopment/Improvements to Structure	
- Rehabilitation/Redevelopment/Improvements to Infrastructure	
If New Construction:	
- Contributes to revitalization of town center or neighborhood	
- Walkable to:	Management of the second of th
(a) transit	X
(b) downtown or village center	X
(c) school	X
(d) library	X
(e) retail, services or employment center	X
- Located in municipally-approved growth center	
Explanation (Required)	
The Residences at Lilian Road is a 4-unit redevelopment of a parcel of land in Actor	
provide additional housing opportunities to the residents of Acton and the surroundi	ng communities. The site is proximate to the Boxboro
Station as well as the Acton Boxboro High School.	

Optional - Demonstration of Municipal Support:	
-Letter of Support from the Chief Elected Official of the municipality* -Housing development involves municipal funding	Check "X" below if applicable
-Housing development involves land owned or donated by the municipality	
*Other acceptable evidence. Zoning variance issued by ZBA for project; Minutes from eeting showing that project was discussed and approved, etc.	om Board of Seleciman
Explanation (Required)	1
Method 2: - (Per Smart Growth Guidelines): Development meets a minimum of fiv Commonwealth's Ten Sustainable Development Principles, as shown in the next sect	
If the development involves municipal support, the development must meet only for Sustainable Development Principles. However, one (1) of the Principles met must be	
Development or Restore and Enhance the Environment.	Check "X" Below
(1) Concentrate Development	Yes No NA X Check "X" below if applicable
- Higher density than surrounding area	X
- Mixes uses or adds new uses to an existing neighborhood - Multi-family housing	XX
- Existing water/sewer infrastructure	X
- Compact and/or clustered so as to preserve undeveloped land - Other (discuss below)	X
Explanation (Required)	***************************************
The proposed project has a slightly higher density than the surrounding neighborhoods, and would be a traditional single family area.	unique development in a
	Check "X" Below
(2) Restore and Enhance Environment	Yes No NA X Check "X" below if applicable
- Open space or passive recreational facilities	
 Sensitive land, including prime agricultural land, and/or resources Environmental remediation or clean up 	
- State or federal mandate (e.g., clean drinking water, drainage, etc.)	
- Neighborhood blight	
- Public health and safety risk	
- Historic landscape/existing neighborhood enhancement	

planation (Required)	······································
(3) Be Fair - Concerted public participation effort - Streamlined permitting process, such as 40B or 40R - Universal Design and/or visitability - Affordable housing in middle to upper income area and/or meets regional need - Affordable housing in high poverty area - Diversity and social equity and improves the neighborhood - Environmental clean up and/or neighborhood improvement in an Environmental Justice Community - Other (discuss below) Explanation (Required) The project is pursuing a 40B zoning for the site, and would meet a need currently unmet in the area.	Check "X" Below Yes No NA X Check "X" below if applicable X X X X
- Energy Star or equivalent - Renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources - Alternative technologies for water and/or wastewater treatment - Low impact development (LID) or other innovative techniques - Other (discuss below) Explanation (Required) The regient, while new construction, would utilize the latest green technologies.	Check "X" Below Yes No NA X Check "X" below if applicable X X X
The project, while new construction, would utilize the latest green technologies.	

	Check "X" Below
	Yes No NA
(5) Expand Housing Opportunities	X
	Check "X" below if applicable
- Rental units, including for low/mod households	
- Homeownership units, including for low/mod households	X
- Housing options for special needs and disabled pop	
- Expands the term of affordability	<u> </u>
- Other (discuss below)	
Explanation (Required)	
The project would provide a home ownership opportunity.	
	1
	Check "X" Below
(C) D. A. M. Chaire	
(6) Provide Transportation Choice	
	Check "X" below if applicable
- Walkable to public transportation	
- Reduces dependence on private automobiles (e.g., provides previously	
unavailable shared transportation, such as Zip Car or shuttle buses)	
- Increased bike & ped access	
- For rural areas, located in close proximity (i.e., approximately one	$\overline{\mathbf{x}}$
mile) to a transportation corridor that provides access to employment	لسنتسا
centers, retail/commercial centers, civic or cultural destinations	
- Other (discuss below)	L
Conforming (Dequired)	
Explanation (Required) The project is proximiate to Route 2 and other amenities.	
The project is proximite to reduce 2 and other amounts.	
	Check "X" Below
	Yes No NA
(B) I Int. Oumantonities	
(7) Increase Job Opportunities	<u> </u>
	Check "X" below if applicable
- Permanent jobs	
- Permanent jobs for low- or moderate-income persons	
- Jobs near housing, service or transit	X
- Housing near an employment center	
- Other (discuss below)	
	*

Explanation (Required)	
The project is proximiate to Route 2 office parks and other employment centers.	
	Check "X" Below
(O) Francisco II. Businessa	Yes No NA
(8) Foster Sustainable Businesses	
- Natural resource-based businesses, such as farming, forestry, or aquaculture	Check "X" below if applicable
- Re-uses or recycles materials from a local or regional industry's waste stream	
- Manufacture of resource-efficient materials, such as recycled or low-	
toxicity materials	
- Locally produced resources such as locally harvested wood	
or agricultural products	
- Other (discuss below)	
Explanation (Required)	
	Check "X" Below
	Yes No NA
(9) Plan Regionally	
	Check "X" below if applicable
- Consistent with a municipally supported regional plan	
- Regional Analysis of Impediments to Fair Housing	
- Measurable public benefit beyond the applicant community	
- Other (discuss below)	
Explanation (Required)	
For further information regarding Home Ownership Developments, contact Rich Herlihy, Developmen	nt Officer, at
(617) 854-1335 or rherlihy@masshousing.com	
For further information regarding The Affordable Housing Trust Fund, contact Lynn Shields, Mana	iger, Affordable Housing Trust
Fund. at (617) 854-1381 or lshields@masshousing.com	

Monday, December 21, 2009

Paulina Knibbe Chairperson Board of Selectmen Town of Acton 472 Main Street Acton, MA 01720

RE:

Residences at Lilian Road

Acton, MA

Dear Ms. Knibbe:

On behalf of College Street Management and David W. Nyberg, I am pleased to notify you that an application for The Residences at Lilian Road has been submitted to MassHousing for their review under MGL Ch. 40B.

The project is a 4-unit redevelopment of a parcel of land in Acton, MA. The location is suburban in nature and will provide additional housing opportunities to the residents of Acton and the surrounding communities. The buildings will be traditional New England in style, utilizing natural massing and materials. A copy of the application is attached for your review.

We thank you again for this opportunity and look forward to working with you.

Sincerely yours,

Danie / R. Harr

Cc: David W. Nyberg, CSM

College Street Management, LLC 525 Main Street Acton, MA 01720

Monday, December 21, 2009

Ms. Tina Brooks
Undersecretary for Housing
Department of Housing and Community Development
100 Cambridge Street
Suite 300
Boston, MA 02114

RE:

Residences at Lilian Road

Acton, MA

Dear Ms. Brooks:

On behalf of College Street Management and David W. Nyberg, I am pleased to notify you that an application for The Residences at Lilian Road has been submitted to MassHousing for their review under MGL Ch. 40B.

The project is a 4-unit redevelopment of a parcel of land in Acton, MA. The location is suburban in nature and will provide additional housing opportunities to the residents of Acton and the surrounding communities. The buildings will be traditional New England in style, utilizing natural massing and materials.

We thank you again for this opportunity and look forward to working with you.

Sincerely yours,

Daniel R. Hart

Cc: David W. Nyberg, CSM

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of:

1.	PARTIES AND
	MAILING ADDRESSES
	(fill in)

This 27 day of 1224, 2004

hereinafter called the SELLER, agrees to SELL and

2. DESCRIPTION (fill in and include title reference)

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

19 BUZTE RUAD NETON MASS 01726 BK 24924 A298

BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES (fill in or delete) Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

but excluding

4. TITLE DEED

(fill in)

*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws;
- b. Existing rights and obligations in party walls which are not the subject of written agreement;
- Such taxes for the then current year as are not due and payable on the date of the delivery
 of such deed;
- d. Any liens for municipal betterments assessed after the date of this agreement;
- e. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

+ N/A

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

PURCHASE PRICE
 (fill in) space is allowed to
 spell out the amounts
 if desired

The agreed purchase price for said premises is \$ 700,000

dollars, of which

\$100,000

have been paid as a deposit this day and

, 1725 (P. 173)

are to be paid at the time of delivery of the deed in cash, or by certified,

cashier's, check(s).

\$

\$ 700,000 TOTAL

9-2005 GREATER BOSTON REAL ESTATE BOARD All rights reserved.

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7. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

TIME FOR
PERFORMANCE;
DELIVERY OF DEED
(fill in)

Such deed is to be delivered at 1:00 o'clock am X pm on the 27th day of 2000, at the Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

 POSSESSION and CONDITION of PREMISE (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

 EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). 11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, er N/A
- b. if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15	INSURANCE *Insert amount (list additional types of insurance and amounts as agreed)	Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows: Type of Insurance a. Fire & Extended Coverage b. c. Amount of Coverage s c. \$ C. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	ADJUSTMENTS (list operating expenses, if any, or attach schedule)	Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any according to the schedule attached hereto or set forth below, and taxes for the then current fisca year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.
17.	ADJUSTMENT OF UNASSESSED AND ABATED TAXES	If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.
18.	BROKER's FEE (fill in fee with dollar amount or percentage; also name of Brokerage firm(s))	A Broker's fee for professional services of wows is due from the SELLER to is the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.
19.	BROKER(S) WARRANTY (fill in name)	The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
<u>20</u> .	DEPOSIT (fill in name)	All deposits made hereunder shall be held in escrow by warms was escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.
21.	BUYER'S DEFAULT; DAMAGES	If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.
22.	RELEASE BY HUSBAND OR WIFE	The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23.	BROKER AS PARTY	The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24.	LIABILITY OF TRUSTEE.	If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing.

TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor

25. WARRANTIES AND REPRESENTATIONS (fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made

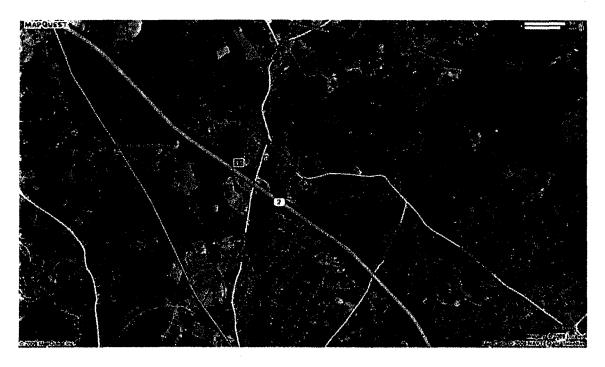
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, pric such time, whereupon any payments made under this agreement shall be to the parties hereto shall cease and this agreement shall be to the parties hereto. In no event will the BUYER be deemed to have used dit such commitment unless the BUYER submits a complete mortgage loan applithe foregoing provisions on or before. 27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Mass to take effect as a sealed instrument, sets forth the entire contract between the upon and enures to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, and may be cancelled, modified or written instrument executed by both the SELLER and the BUYER. If two or more herein as BUYER their obligations hereunder shall be joint and several. The concess are used only as a matter of convenience and are not to be constituted as a matter of convenience and are not to be constituted by sears of age resides in any residential premises in which any paint, plaster material contains dangerous levels of lead, the owner of said premises must repaint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other material so as to make it inaccessible to children under six paint, plaster or other materials on as to make it inaccessible to children under six paint, plaster or other materials on as to make it inaccessible to children under six paint, plaster or other materials on as to make it inaccessible to children under six paint, plaster or other materials on as to make it inaccessible to children to consider	hwith refunded and a void without recourse ligent efforts to obtain lication conforming to sachusetts contract, is sachusetts contract, is the parties, is binding devisees, executors are persons are named aptions and marginal dered a part of this or children under six or other accessible remove or cover said a years of age.
to take effect as a sealed instrument, sets forth the entire contract between the upon and enures to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, and may be cancelled, modified or written instrument executed by both the SELLER and the BUYER. If two or more herein as BUYER their obligations hereunder shall be joint and several. The choices are used only as a matter of convenience and are not to be considered agreement or to be used in determining the intent of the parties to it. The parties acknowledge that, under Massachusetts law, whenever a child of years of age resides in any residential premises in which any paint, plaster material contains dangerous levels of lead, the owner of said premises must repaint, plaster or other material so as to make it inaccessible to children under six. The SELLER shall, at the time of the delivery of the deed, deliver a cert department of the city or town in which said premises are located stating that been equipped with approved smoke and carbon monoxide detectors in conformation law. In the event the premises are exempted from the statute governing installed the SELLER shall provide satisfactory evidence of such exemption. The initialed riders, if any, attached hereto, are incorporated herein by reference. PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference. PROVISIONS The initialed riders, if any, attached hereto, are incorporated because the same and the same	the parties, is binding devisees, executors are mended only by a repersons are named aptions and marginal dered a part of this or children under six or other accessible remove or cover said a years of age.
years of age resides in any residential premises in which any paint, plaster material contains dangerous levels of lead, the owner of said premises must repaint, plaster or other material so as to make it inaccessible to children under six. 29. SMOKE/CO DETECTORS The SELLER shall, at the time of the delivery of the deed, deliver a cert department of the city or town in which said premises are located stating that been equipped with approved smoke and carbon monoxide detectors in confol law. In the event the premises are exempted from the statute governing installating the SELLER shall provide satisfactory evidence of such exemption. The initialed riders, if any, attached hereto, are incorporated herein by reference. BYTHE HATS IN MUMITITY TO SUMMENTS DUE DILVELIA. BYTHE AMERICAN DUE DILVELA.	r or other accessible remove or cover said cyears of age.
department of the city or town in which said premises are located stating that been equipped with approved smoke and carbon monoxide detectors in confo law. In the event the premises are exempted from the statute governing installating the SELLER shall provide satisfactory evidence of such exemption. The initialed riders, if any, attached hereto, are incorporated herein by reference. PROVISIONS BYTER MAS 13 DIVINATES TO SUCCESSES THES PURPOSE AND SALES APPROVED APPROVED AND SALES APPROVED AND SALES APPROVED APPROVED AND SALES APPROVED AP	ificate from the fire
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FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED L "PROPERTY TRANSFER NOTIFICATION CERTIFICATION" NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.	EAD PAINT.
SELLER: BUYER: BUYER:	
Print Name: Tisch Print Name: Drint Name:	
Taxpayer ID/Social Security No. 21544554 Taxpayer ID/Social Security No. 215 64	-6604
SELLER (or Spouse):BUYER:	
Print Name: Print Name:	
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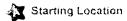


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1 Beacon St

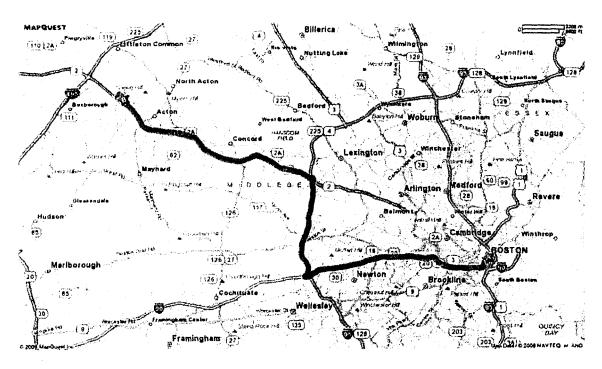
Boston, MA 02108-3107

Ending Location

19 Bulette Rd

Acton, MA 01720-2603

Total Travel Estimate: 47 minutes / 32.53 miles Fuel Cost: Calculate



1 Beacon StEdit Boston, MA 02108-3107

TEAR		1.	Start out going EAST on BEACON ST toward TREMONT ST	0.0 mi
1		2.	Turn RIGHT onto TREMONT ST.	0.7 mi
rj.		3	Turn RIGHT to stay on TREMONT ST.	0.1 mi
r)		4.	Turn RIGHT onto MARGINAL RD.	0.1 mi
排	Pgå'	5.	Merge onto I-90 W/MASS PIKE/MASSACHUSETTS TURNPIKE (Portions toll).	10.4 mi
		6	Take the I-95/RT-128 exit, EXIT 15, toward WALTHAM/DEDHAM.	0.3 mí
		7	Take the I-95 N/RT-128 N/RT-30 exit on the LEFT toward N.H	0.5 mi

MAINE/POINTS NORTH

ts es	8	Merge onto I-95 N/MA-128 N via the exit on the LEFT toward WALTHAM/GLOUCESTER	6.2 mi
The second	9.	Merge onto MA-2 W via EXIT 29B toward ACTON/FITCHBURG	4.0 mi
7 3	10	Turn LEFT onto MA-2 WICONCORD TURNPIKE.	4.5 mi
dy 😨	11.	Enter next roundabout and take 3rd exit onto MA-2 W .	4.8 mi
	12	Take the NEWTOWN RD exit, EXIT 41, toward W. ACTON/LITTLETON .	0.2 mi
RAME	13.	Take the NEWTOWN RD ramp toward LITTLETON COMMON .	0.0 mi
A	14.	Turn SLIGHT RIGHT onto NEWTOWN RD.	0.2 mi
r)	15.	Turn RIGHT onto FORT POND HILL RD	0.3 mi
t	16.	FORT POND HILL, RD becomes NEWTOWN RD.	0.0 mi
<i>y</i>	17	Turn RIGHT onto BULETTE RD.	0.0 mi
ENO	18	19 BULETTE RD is on the RIGHT.	



Total Travel Estimate. 47 minutes / 32.53 miles Fuel Cost: Calculate

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August 28, 2009

Massachusetts Housing Finance Authority One Beacon Street Boston, MA 02108-3110

Re: 19 Bulette Road, Acton, MA

To Whom It May Concern:

I, Phil Pittorino will be financing David Nyberg of College Street Management, in preparation of 40B application on the above referenced property.

If you need additional information, please do not hesitate to contact me.

Sincerely,

Phil J.Pittorino 215 Harvard Road Stow, MA 01775 978-265-1850

Cc: David Nyberg College Street Mgt. 900 Chapel Street New Haven, CT

College Street Management, LLC

525 Main Street Acton, MA 01720

Friday, March 5, 2010

Mr. Michael Busby 40B Project Coordinator MassHousing One Beacon Street 28th Floor Boston, MA 02108

RE:

Residences at Lilian Road

Acton, MA

Dear Mr. Busby:

Thank you for your consideration of the above referenced project.

Enclosed please fund the application check for the project.

Please do not hesitate to contact the undersigned with any comments or questions.

Sincerely yours,

Ce:

Mr. David W. Nyberg. CSM